

BRIEF PARTICULARS OF SALE DEED

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|--|---|--|
| 1. Type of Land | : | Residential Group Housing |
| 2. Ward No. /Pargana | : | 16/Loni |
| 3. Mohalla / Village | : | Plot No. 4BS-2/1, Siddharth Vihar
Yojna, Ghaziabad, U.P |
| 1. Description of Apartment | : | Apartment Bearing No._____
Floor No._____
(Without Roof Rights)
situated in the Residential Group Housing Complex
at “SG SHIKHAR HEIGHTS” situated at Plot
No. 4BS-2/1, Siddharth Vihar Yojna, Ghaziabad,
U.P. , hereinafter referred to as Said Apartment along
with earmarked Open/ Covered / Stilt Parking shall
be treated as single indivisible unit for all purposes |
| 2. Carpet Area : | : | |
| Balcony Area. | : | |
| Built-up Area | : | |
| Total Area | : | |
| 1. Status of Road | : | |
| i) Earmarked Open/Covered/
Stilt/Lower Basement/Upper
Basement parking space in
Limited common area and
facility | : | One earmarked Car Parking space bearing No.____
in Open/Covered/ Stilt Lower Basement/
Upper Basement |
| ii) Two Wheeler Parking | : | One bearing No. _____ in open/covered/
Lower Basement/Upper Basement |
| 2. Sale Consideration | : | Rs._____/- |
| 3. Govt. Circle Rate of Land | : | Rs. ____/- |
| 4. Govt. Circle Rate for
Construction | : | Rs. ____/- |
| 5. Govt. value of the Flat | : | Rs. ____/- |
| SALE DEED FOR | | RS. ____/- |
| STAMP DUTY PAID | | RS. ____/- |

SALE DEED

THIS SALE DEED is executed at Ghaziabad on this _____ day of _____.

BY & BETWEEN

Promoter (CIN No.U70101DL1984PLC17265)

M/s. PERIGEE INFRATECH PRIVATE LIMITED, a Limited Company incorporated under the provisions of the Companies Act, 1956, having its Corporate Office G.F.-03, SG Alpha Tower-I, Sector-9/ INS-10, Vasundhara, Ghaziabad, U.P.- 201012, through its Authorised Signatory, Mr. _____, S/o Mr. _____, R/o _____, duly authorized vide resolution dated _____, passed by the Board of Directors, hereinafter referred to as the “**VENDOR**”, which expression shall, unless it be repugnant to the context or meaning thereto, means and includes its successors-in-interest and assigns, of the “**ONE PART**”.

AND

Mr. _____, S/o Shri _____, R/o _____ hereinafter referred to as “**VENDEE**”, (which expression shall, unless it be repugnant to the context or meaning thereto means and includes their respective legal representatives, legal heirs and assigns, of the “**OTHER PART**”.

WHEREAS

- A. The promoter company has acquired a piece and parcel of free-hold **Residential Plot** admeasuring approximately **14000 sq. mtr., situated at 4BS-1/2, Siddharth Vihar Yojna, Ghaziabad, U.P.**, (herein “**Said Plot**”), from **U.P. Aavas & Vikas Parishad, (UPAVP)** vide Lease Deed Registered in Sub-Registrar Office, Gaziabad with Registration No. 7853 Volume –I, Page No. 89 to 130 dated 21.12.2016.

- B. **The Promoter herein has floated the ownership scheme on the said Land under the name and style of SG Shikhar Heights comprising of Residential Apartments.**
- C. **That the building plans of entire Land comprises of Residential Apartments & Convenient Shops in Group Housing have been duly sanctioned by the) and on completion of construction , Completion Certificate has been issued by U.P. Aavas & Vikas Parishad (UPAVP) on _____.**

Common Area :

- (i) the entire land for the real estate project or where the project is developed in phases and registration under this Act is sought for a phase, the entire land for that phase;
- (ii) the stair cases, lifts, staircase and lift lobbies, fire escapes, and common entrances and exits of buildings;
- (iii) terraces, parks, play ground and common storage spaces;
- (iv) the premises for the lodging of persons employed for the management of the property including accommodation for watch and ward staffs or for the lodging of community service personnel;
- (v) the water tanks, sumps, motors, fans, compressors, ducts and all apparatus connected with installations for common use;
- (vi) all community and commercial facilities as provided in the real estate project;
Explanation: community & commercial facilities shall include only those facilities which have been provided as common areas in the real estate project.
- (vii) all other portion of the project necessary or convenient for its maintenance, safety, etc., and in common use;
- (viii) All other common areas and facilities, which are not included hereinbefore, shall be treated as limited common areas and facilities and shall be reserved for use of certain apartment or apartments to the exclusion of other apartments as well as independent areas which may be sold by promoter without the interference of other apartment owner(s).

Limited Common Area & Facilities : - means those common areas and facilities within the Project earmarked/ reserved including open / Basement car parking spaces, storages, etc. for use of certain apartment or apartments to the exclusion of the other apartments.

Independent Area : - means and includes the commercial areas, convenient shops, School, Club and other such areas, which have been declared but not included as common areas, for joint use of apartments and may be sold by the Company, with or without constructions, wholly or in part(s), without the interference of other apartment owners.

Defect Liability Period:- That there will be defect liability period of Five years as per Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, from the date of offer for possession. The defect liability shall be limited to the defect in construction (i.e. structure) however, air cracks in plaster masonry, warp age in doors and windows, normal wear & tear, Pest etc. shall not be considered as defect. Defect liability shall not cover force majeure situations such as damage resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Company shall co-operate with the purchaser in sorting out the issue. In case the flat owner(s) has/have made internal changes for the interior of the apartment/unit and the layout of the apartment has been changed/ including coverage of balcony consequently the allottee(s)/owner(s) shall not be entitled for the defects liability benefit.. Allottee is expected to take all necessary care and precaution while using his apartment including all steps to clear the water outlets, balconies to prevent any passing of dampness in his/her apartment or any other apartment.

- C (1) External Development Works includes roads and road systems landscaping, water supply, sewage and drainage systems, electricity supply transformer, sub-station, solid waste management and disposal or any other work which may have to be executed in the periphery of, or outside, a project for its benefit, as may be provided under the local laws to be developed by U.P. Aavas & Vikas Parishad (UPAVP) **as land is allotted by U.P. Aavas & Vikas Parishad.**
- D. The Allottee has applied for apartment in the said project vide application dated _____ along with duly signed terms and conditions of the allotment /payment plan/acceptance of legal documents of project and Promoter on the basis of their acceptance and has been allotted Apartment No. _____ on Floor No. _____, detailed as Carpet Area _____(sqm) , Balcony Area _____(sqm), Built-up Area _____(sqm) and also earmarked as parking space bearing No. _____ in Open/Upper Basement/Lower Basement/Stilt in limited common area & facilities more particularly described in Schedule - A & B
- E. Subject to otherwise agreed, reserved and provided herein, the Promoter has agreed to sell and the Allottee/s hereby agrees to purchase the Apartment and with the earmarked as parking space in limited common area & facilities.
- F. The Vendor has completed the construction of Group Housing Complex SG Benefit and offered the possession of the Apartment in the said project to the allottee in terms of Agreement to Sale executed on _____ between Vendor and the Vendee.

NOW THEREFORE, THIS DEEDS OF SALE WITNESSETH AS UNDER

1. That in consideration of Rs. _____ (Rupees _____ only) with one earmarked _____ open / covered Car Parking Space No. _____ which consideration is already paid by the Vendee to the Vendor, the receipt whereof the Vendor hereby acknowledges and admits and in consideration of the undertaking of the vendee to pay such further amount, as he/she/they may be at any time hereto become liable to pay in terms of this sale deed, which may or may not have been specifically incorporated therein the Vendor doth hereby grant, convey, transfer, assure and assign unto the Vendee the said Apartment as more fully described in **Schedule - A & B**, given hereunder and for greater clarity delineated on the plan attached hereto together with the undivided and impartible

proportionate share in the land underneath the building along with all rights and easements whatsoever necessary for the enjoyment of the said apartment except undivided proportionate share in the common area and facilities of the Tower which is to be transferred in favour of the Apartment Owners Association (AOA), after the completion of construction of entire project to which allottee has no objection.

To have and hold the same unto and to the use of the vendee and his/her/their successors in-interest and assigns, heirs, executors, administrators, absolutely and forever subject to the exceptions, reservations, conditions, stipulations and covenants hereinafter; contained and each of them. Those vendees who has not / have the earmarked car parking space at the time of booking shall not claim any car parking space in future. They shall park their car outside the complex without obstacle of the gate(s) of the complex at their own risk and cost & responsibility.

2. That the Said Apartment hereby sold, conveyed and assured under this Deed is free from all sorts of encumbrances or charges (except those created at request of the Vendee to obtain housing loan for purchase of the Said Apartment) transfers, easements, liens, attachments of any nature whatsoever and the Vendor has unencumbered, good, subsisting and transferable rights in the same.
3. The Vendee had inspected the allotted apartment along with earmarked car parking space and had signed the inspection check list dated _____ only after entire satisfaction. The Vendee is fully satisfied regarding cost/dues/Penalty for delayed period along with other charges/tax/quality/ workmanship/specification/elevation/facilities/carpet area/balcony area/ built-up area and total area, in the light of Agreement to sale dated _____
4. The Vendee has understood and fully satisfied himself with the calculation of Carpet Area, Built-up Area and Total Area, and ratio among these. Vendee will not raise any claim, civil/legal for any reason whatsoever it may be in future in this regards.
5. Vendee is satisfied about the completion of satisfactory performance by the Vendors as such vendee undertake not to raise any dispute/claim against the Vendor/Company either individually /jointly as member of association and vendors liability on this account is now extinguished. Vendor and Vendee have also agreed that agreement to sale dated _____ is now finally concluded and term of sale deed will only be binding upon Vendor/Vendee. The Vendee agrees that Vendor 's liability on this account in terms of the Agreement to Sale will extinguish on execution of sale deed/possession and thereafter the terms of the sale deed will only be binding upon the promoter and agreement to sale is finally discharged.
1. The vacant and peaceful possession of the said Apartment hereby sold has been handed over / delivered by the "Vendor" to the "Vendee", vide Possession Letter dated _____after physical inspection of the allotted apartment along with earmarked car parking space, in limited common areas & facilities.

2. That in case the Vendee has availed of a loan facility from his employer or Financial Institution / Bank to facilitate the purchase of the Said Apartment, then in that case (a) The terms of the financing Institution shall exclusively be binding and applicable upon the Vendee only, (b) The Vendee shall alone be responsible for repayment of dues of the Financial Institution/Agency along with interest / penalty accrued thereon or any default in re-payment thereof.
3. For computation purpose the Carpet Area means the net usable floor area of an apartment, excluding the area covered by the external walls, areas under services shafts, exclusive balcony or verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the apartment.
4. That the Vendee gets exclusive possession of the Carpet area of the Said Apartment. The Vendee shall also have undivided proportionate share in the common areas and facilities within the Building and shall use such common areas and facilities harmoniously with other occupants of the Building without causing any inconvenience or hindrance to any of them. Further the use of such common areas and facilities within the Building shall always be subject to covenants herein and timely payment of maintenance charges and all other dues.
5. Except for the said Apartment conveyed herein along with all common easementary rights attached therewith including undivided right of use of all common areas and facilities of ingress egress over common areas within the Complex /Project which may be within or outside the foot print of the Building, all rights and interest in all un-allotted/unsold areas in the Buildings /Complex, open spaces, roofs /terraces of Buildings, basements, parking spaces in limited Common areas and facilities and commercial spaces/Convenient shops in independent areas (except those which are specifically allotted), shall continue to vest in the Vendor. All lands, except the general commonly used areas, facilities and amenities, public road within the said Complex earmarked for common use, falling outside the land underneath the said Building in which said Flat of the Vendee is situated, including shops, facilities, amenities etc., if provided in the stilts / basements of the said Building / Complex shall vest in the Vendor and the Vendor shall have the sole right and absolute authority to deal with such lands, areas, facilities and amenities in any manner including by way of sale, transfer, lease or any other mode which the Vendor may deem fit in its sole discretion.
6. The Vendee shall not be entitled to claim partition of his/her/their undivided share in the land underneath the Building, and the same shall always remain undivided and impartible and unidentified.
7. The Vendee shall not cover or construct any structure in around, above or below or encroach upon the earmarked parking space specifically earmarked for his use it is so understood and made clear that the designated parking space does not have independent legal entity and shall always remain attached to and be integral part of the Said Apartment and shall in no case be dealt with in any manner in separation with the Said Apartment. Whenever, the Said Apartment is transferred in any manner, the same shall be inclusive of the transfer of the right to use the designated parking space simultaneously.
8. That the Vendee has already paid the sale consideration, as stated hereinabove, and all other dues, which are payable from the date of application and/or, in terms of allotment, referred herein-above. However, if any additional charges levies, rates, taxes, demands etc. including GST, Metro Cess, Water connection charges, development charges for the provision of

peripheral and / or external services or for any other reason attributable to the said Apartment / Project are levied in future retrospectively or otherwise, then they shall be treated as unpaid consideration of said Apartment payable by the Vendee and the Vendor shall have first charge / lien on said Apartment for recovery of the same.

9. That the Vendor doth hereby covenant with the Vendee that the interest, which the Vendor hereby profess to transfer is subsisting and the Vendor has good rightful power and authority to convey, grant, transfer, assign and assure the Said Apartment unto the Vendee in the manner aforesaid free from all encumbrances. The Vendor hereby further covenants that in case at any time hereafter by reason of any act or default or omission or commission on the part of the Vendor, the Vendee suffers any loss and is deprived of whole or any portion of the Said Apartment hereby conveyed to the Vendee on account of any defect in the title of the Vendor, the Vendor shall refund the sale consideration without any interest, to the extent of the rights affected in the Said Apartment by the act of default, omission or commission of the Vendor and to make good the losses suffered by the Vendee thereby, and in such case, the Vendee shall have no right, title or interest or claim in any other property in the Complex.
10. That the Vendee shall abide by and observe all the conditions, terms and covenants of the deeds and approvals governing the Project /Complex, rules framed by the Vendor and / or the appointed maintenance agency (Facilities Management Agency / FM Agency) and all laws, bye-laws, rules and regulations stipulated by U.P. Aavas & Vikas Parishad (UPAVP), and/or the Municipal, Local and other Government or Statutory bodies and shall be responsible for and shall keep the Vendor and owners/occupiers of other apartments in the Building indemnified against all costs, consequences, damages & penalties arising out of any breach or non-compliance of any of them.
16. That the vendee has paid one time non-refundable Club membership charges for the club which is constructed in the Independent Area. The independent area includes the Commercial spaces, Convenient Shops/Club areas and School building, which have been declared but not included as common areas, for joint use of Apartments and may be sold by the Company with or without construction, wholly or in part(s), without the interference of other apartment owners.

That facility of Club has been provided in Independent areas for the entire complex comprising of Residential Apartments except convenient shops and in addition, the Vendee is liable to pay the recurring monthly charges towards usage/ maintenance charges of the club which is more specified in the common maintenance charges in agreement executed with the nominated Agency and Vendee of Complex Maintenance & Management Agreement dated _____. It is specifically understood and noted that Vendee has only right to use club as per club rules in Independent Area is given but ownership of club in Independent Area will always remain with Developer/Vendor.

17. The Vendee is fully conversant with the location of the Sewerage Treatment Plant (STP) in the Complex and undertakes to make no claim in this regards of any nature in future.

18. With the consent of Vendee a Tripartite Agreement has been executed on _____ with Complex Maintenance & Management Agency and Maintenance Agency also authorized to hand over through a legal documents all equipment (Electro Mechanical) assets, Common area facilities other than unsold flats, club, parkings, terraces offices, commercial space which shall always remain the property of the Vendor. It is now specifically mentioned that the Maintenance Agency shall handover the Maintenance and Management of the Complex to the Resident Welfare Association/ Society, after an initial period of 24 months to owners' Association in the complex subject to completion of entire project and handover Common Area facilities/equipments to said Association on legal agreement, on the clear understanding that all unsold flats, unsold parking spaces, stores, offices, commercial spaces, terraces etc., shall remain the property of the Vendor. Moreover, it is clarified that Complex Maintenance and management will be handed only after completion of the entire complex. The above mentioned period of 2 years will automatically get extended till the construction of the other Towers is completed. Also that the said Agreement may be terminated even before 24 months in case the maintenance function is handed over by FM Agency to Resident Welfare Association or any body nominated by Residents of the Complex. Further all maintenance related charges including IFMS have been collected by Nominated Agency independently, they shall settle all accounts with owners' Association in this respect. It is further agreed that once the Advance Payment is exhausted after expiry of 24 months all payments viz. Maintenance, Electricity Consumption charges etc., will be recovered through prepaid Metering system. The vendee agrees and undertakes to become member of such Apartment Owners Association / Society and to pay membership fee and formation charges on its constitution / formation as per its bye-laws.

Operational cost of running of STP Plant Bills will be raised separately for each flat by distributing operational cost of running of STP Plant on per sq.mtr., basis on Total Area of the flat subject to cost index basis.

19. The Vendee is liable to pay recurring maintenance charges as determined by the Facility / Maintenance Agency, irrespective whether the Vendee is in occupation of the apartment or not, within a period of 15 days of demand. The Facility /Maintenance Agency reserves the right to enhance Interest Free Security for Facilities Management (IFMS) Deposit and the maintenance amount payable by way of further one time, annual or monthly charge. In case of delay in payment interest @ 11 % per annum plus applicable GST shall be charged for the period of delay. In case of failure of the Vendee to pay the maintenance bill, other charges on or before the due date, the Vendee is permitting the Maintenance Agency to deny him/her/them the maintenance services that may include disconnection of water/sewer, power/power backup and debarment from usage of any or all common facilities within the Project. The Vendor at the request of Only till such time till common area is not transferred to AOA. Thereafter Vendor/Promoter has no role. At present the following charges are payable which later on will be calculated annually on cost index basis:

Maintenance Charges @ Rs. 2/- per sq.ft. on total area

Sinking Fund @ Rs. 0.45 per sq.ft., on total area

Recurring monthly Charges @ Rs. 500/- per month for club.

Operational cost of STP Plant Bill on total area raised separately on actual basis.

In case of continuous failure of the Vendee to pay the maintenance charges, the Apartment Owners Association / AOA/ Maintenance Agency, as the case may be, shall have the right to adjust the amount of outstanding maintenance charges along with interest accrued thereon from the IFMS Deposit kept with it vide para 4.1. of Complex Maintenance & Management Agreement dated _____.

20. A single point bulk electricity connection has been taken from the Paschimanchal Vidhyut Vitran Nigam Limited (P.V.V.N.L.) for the distribution of electrical energy among the Flats, Convenient shops, School, Club, Common areas & Other facilities in side the complex and the Maintenance agency shall supply such energy to the Vendee/individual Flats as per agreed sanctioned load through Dual Electric meter system. The Vendee shall abide by all the terms and conditions as laid down in the Maintenance agreement/other agreements executed by them regarding the payment of electrical charges, duty, taxes, other expenses etc., and other rules & regulations as mentioned therein. Further the Vendee undertakes to abide by the prevailing rules and regulations as specified by governing bodies/ P.V.V.N.L./U.P.P.C.L. The electrical installation /transformer/ Gen Set/E.S.S. equipments and cabling is designed with 60% diversity factor.
21. That the Maintenance agency has provided the centralized power back-up system to each Flat as per agreed sanctioned load, and to the common services/facilities in the Complex through the private Diesel generating sets. The Vendee shall abide by the terms and conditions laid down in the Maintenance agreement/other agreements executed by them regarding the regulations for the usage of the Power back-up . Further the Vendee agrees to make payments for Power Back-up charges, duty, taxes etc., and other rules & regulations as mentioned therein.
22. That the Vendee has reimbursed/agreed to reimburse to the Facility Management Agency such charges as demanded / may be demanded separately for making arrangements for providing sewerage, water and electricity connections etc. to the Said Apartment from the peripheral services / connections provided by various authorities to the Complex at a single point. The Vendee has also agreed and undertaken to pay electricity consumption charges to the Facility Management Agency for supply of electricity to the Said Apartment from Single Point Supply provided to the Complex by UPPCL/PPVNL or any such authority under prepaid system. The supply of the electricity shall be liable to be disconnected, if the bills for the same are not paid in the specified time.
23. That the Vendor has provided power backup system to each apartment and to the common services/facilities in the Project. The Vendee shall be liable to pay regularly and timely the charges towards electricity consumed, fixed charges by the Vendee through the power supply and proportionate running cost of power back-up system over and above the general maintenance charges, electricity consumed through the power back-up system at such rates, taxes, levies, service charges etc., as determined by the Nominated Facilities Maintenance Agency under prepaid system failing which supply of electricity through mains or power back-up can be discontinued by the nominated Facilities Maintenance Agency.

24. That the maintenance of the said Flat including all walls and partitions, sewers, drains, pipes, attached lawn and terrace areas shall be the exclusive responsibility of the Vendee from the date of the possession / deemed possession. Further, the Vendee will neither himself do nor permit anything to be done which damages any part of the building, the staircases, shafts, common passages, adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities or the Apartment Owners Association / Residents Association. Any violation of this will make vendee loose entitlement arising out of Defect Liability Period benefits.
25. That the Vendee is not permitted to use the lawns, parks and other common areas for organizing personal functions such as marriages, birthday parties etc. If any common space is provided in any Building / Club for organizing meetings and small functions, the same may be used by the Vendee on payment of such charges as may be fixed by the FM Agency from time to time.
26. That the Vendee's right to use of the common areas and facilities within the said Building/said Complex shall be subject to timely payment of Complex Maintenance & Management (CMM) Charges including contribution to Sinking Fund / Capital Equipment Replacement and Repairs Fund and any other charges as billed by the FM Agency and performance by the Vendee of all his obligations under the Complex Maintenance & Management Agreement executed between the Vendee and FM Agency. So long as the maintenance and other related charges / contributions are paid regularly, as provided in these presents, the Vendee or anyone else lawfully claiming under him shall be entitled to the usage of common facilities. In default of such payments, irrespective of the fact that the Vendee has deposited IFMS, it shall not be open to the Vendee to claim usage of any rights of the common facilities and that the FM Agency / Apartment Owners Association, in its sole discretion, shall be entitled to effect disconnection of services to defaulting Vendee(s), which may include disconnection of water, power and power back up connections and deny usage of any or all-common facilities within the complex. The usage of such common facilities shall be restored as soon as the breach is rectified by the Vendee. All payment will be routed through prepaid system.
27. The provisions of Uttar Pradesh Flat/Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 as amended from time to time and the Uttar Pradesh Flat (Promotion of Construction, Ownership and Maintenance) Rules , 2011 and all other rules, regulations other and statutory laws, wherever applicable, will be observed and complied by the vendee.
28. The FM Agency and their authorized staff and workmen shall always have the right to enter into and upon the said Apartment or any part thereof at all reasonable hours to set right any defect in the said Apartment or the defects in the apartments above or below or adjoining the said Apartment and for repairing, maintaining, cleaning, lighting and keeping in order and good condition service drains, pipes, cables etc. and the Vendee covenants and agrees to permit them to do so. Any refusal by the Vendee to allow such entry into or upon his Apartment or any part thereof will be deemed to be a violation of this Deed and violation of right of easement and right of usage of common services and facilities of other Apartment owners and the Vendee shall make himself liable for legal actions for said violation.

29. It is made clear that the Complex Maintenance & Management of the said Complex shall be organized by FM Agency through various outside outsourced specialist agencies under separate agreements / arrangements to be entered into with them. The responsibility of the FM Agency will be limited only to the extent of supervision to the best of its abilities subject to human limitations and short comings, that the operation and functioning of these agencies is in conformity with the agreements / arrangements entered into with them and to change any agency if its performance is not satisfactory.
30. The Watch & Ward Security of the Complex shall comprise of general security of the Complex. The responsibility of providing Watch & Ward Security services to the said Complex shall be entrusted to some outsourced Security Agency. The FM Agency and the security agency will be entitled to regulate entry into the Complex. The security agency may not guarantee or ensure full proof safety and security of the said Complex or Vendees residing in the said Complex or their belongings and properties. It is made clear and agreed by the parties herein that the Vendor/FM Agency shall not have any financial / criminal liability for any loss to life and property by reason of any theft, burglary, fire or any other incident of crime / mishap / accident occurring in the said Apartment / Building/Complex or any part or portion thereof due to any lapse / failure / shortcoming on part of the staff of the security agency and / or the Vendor / FM Agency.
31. The Vendor and the FM Agency shall in no case be held responsible or liable for any fire or any kind of hazard, electrical, pollution, structural originating from the Apartment of the said Vendee or other Apartments/ Common Areas of the said Complex. The Vendee Shall keep FM Agency and the Vendor indemnified and harmless against any loss or damage that may be caused to the FM Agency, the Vendor and other apartment owners of the said Complex or their family members or any other persons or their properties in this regard.
32. The FM Agency shall have no legal liabilities whatsoever arising from acts of omission, commission, negligence and defaults of the aforesaid agencies in providing the stipulated / expected services. The FM Agency shall not be liable for any default / deficiency in Complex Maintenance & Management of the said Complex by reason of any force majeure circumstances, human failures and shortcomings or any other circumstances beyond their control. The FM Agency shall also not be liable for any loss, damage or physical injury which may be caused to the Vendee or his family members, domestic staff, guests or any other persons / visitors on account of any human error or fault on the part of the employees of FM Agency or the employees of the any of the outsourced agencies providing services to the said Complex or by reason of any circumstances beyond their control.
33. That the existing use of the Said Apartment is residential and the Vendee undertakes to use the Said Apartment for residential purpose only. The Vendee shall therefore not use the Said Apartment conveyed herein for any illegal, commercial or immoral purpose or use it so as to cause nuisance, annoyance or risk to the Vendor and Owners/occupants of other apartments in the Building / Complex.
34. That the Vendee shall be liable to pay all taxes or other charges including Municipal Tax, House Tax, Water Tax, Sewerage Tax, GST, Metro Cess or any other such taxes, charges, levies etc. which are imposed, levied or charged, under any law in force or that may hereafter be enforced, in respect of the Said Apartment, after the allotment. So long as Said Apartment is not separately assessed for the taxes, duties etc. the Vendee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the super area of the Said Apartment to the Maintenance Agency (FM Agency) or to the Vendor, who on

collection of the same from owners of all the apartments in the Complex will deposit the same with the concerned Authority. In case of any non-payment they may be recovered from IFMS along with interest for delayed period of payment.

35. That all the provisions contained herein and the obligations arising hereunder in respect of said Apartment / Building / Complex shall equally be applicable to and enforceable against any and all occupiers, tenants/ licensees and / or subsequent purchasers / transferees of said Apartment. Whenever the right, title and interest of the Vendee in the Said Apartment is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this Sale deed and the Complex Maintenance & Management Agreement referred to elsewhere in this Sale Deed and he / she/ they be liable and answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the Said Apartment.
36. That whenever the title of the Said Apartment is transferred in any manner whatsoever it will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency / FM Agency/Resident Welfare Association before affecting the transfer of the Said Apartment and obtain 'No dues' Certificate from FM Agency /AOA and bring to the notice of the transferee the same, failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency / FM Agency/AOA before occupying the Said Apartment.
37. The Vendee shall not raise any construction temporary or permanent in or upon the Said Apartment nor shall make any alteration or addition or sub-divide or amalgamate the Said Apartment. That the Vendee shall not demolish or cause to be demolished any structure of the Said Apartment or any portion thereof and shall also not make or cause to be made any structural additions or alterations of any nature whatsoever in the same or in any part thereof in view of structural safety of the Building. That the Vendee shall not remove the floor, roof and any walls of the Said Apartment including load bearing walls and all the walls, floor, roof and the structure of the same shall remain integral and common with the apartments above, adjoining and below it and any changes if so made, defect liability will become null & void.
38. That the Vendee shall not harm or cause any harm or damage to the peripheral walls, front, side and rear elevations, covering of Balcony and terrace of the Said Apartment in any form. The Vendee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design by causing any addition or alteration in the same or otherwise. Any such breach shall be treated as default and the same shall attract disconnection of common services and facilities and defect liability period become null & void.
39. That the structures of the buildings in the Complex, may be got insured by the Maintenance Agency under Fire and Special Perils Policy at the expense of the Vendee provided all the occupiers / owners/ of all the apartments pay and continue to pay the proportionate charges to be incurred for the purpose of insurance and the Vendee shall always be liable to pay proportionate cost thereof separately. The Vendee shall not do or permit to be done any act which may render void or voidable any insurance or cause increased premium. The said insurance shall not include contents inside the said Apartment and the Vendee may get the same insured separately at its own cost and expense.

In the event of accrual of any claim as a result of fire or any other extraneous perils as aforesaid for which insurance has been taken by the FM Agency, the Vendee hereby authorizes the FM Agency to lodge claim/s under the insurance policy and collect proceeds there under on behalf of the Vendee and FM Agency for the respective rights and interests and further agrees that any discharges given by the FM Agency to the Insurance Company, its agents and/or its representatives will be binding on the Vendee.

The Vendee shall not keep any hazardous, explosive, inflammable chemical/materials etc. which may cause damage to the building or any part thereof. The Vendee shall be liable for the same and keep the Vendor and owners of other apartments in the Building indemnified in this regard.

40. That the Vendee shall keep the Said Apartment properly repaired and in good condition and shall not do anything which may endanger or affect the other portions of the Building or hinder the proper and responsible use of such portion(s) by the Vendor and owners of other apartments. The Vendee shall maintain at his/her/their own costs the Said Apartment including walls and partitions, sewers, drains, pipes, attached lawns and terrace areas thereto in the same good condition, state and order in which it is delivered to him/her/them and in particular to prevent any seepage, leakage, flooding or damage to any other part of the building, more particularly the flats adjoining and below it. The Vendee shall keep the Vendor, FM Agency and Owners / Occupiers of other flats in the said Building / Complex indemnified, secured and harmless against all costs, damages and consequences arising out of any breach, defaults or non-compliance by the Vendee in order to cover under defect liability period. Any such breach shall be treated as default and the same shall attract disconnection of common services and facilities and defect liability period become null & void.
41. The Vendee shall not in any manner whatsoever encroach upon any of the common areas, limited common areas and facilities and independent areas and shall also have no right to use the facilities and services not specifically permitted to use. The Vendee shall be liable for all legal actions and consequences arising out of all encroachments or unauthorized temporary/permanent constructions carried out by him in the Said Apartment or on earmarked Car Parking space(s) or on any common areas within the Building or within the Complex and shall be liable to be removed at his/her/their cost. Moreover vendee hereby confirms that the declared independent areas and facilities viz commercial spaces are at the disposal of the developer and developer may sell the same with or without construction wholly or in part to any purchaser and he / she /they shall not raise any objection / interference in any manner in connection therewith either in person or form association and all such liquidated loss (es) / damages suffered due to wrong act of the allottee's / association will be liable to be paid by defaulting allottees/ association to the developer.
42. That neither the owners / occupants of the Said Apartment nor owners / occupants of other apartments in the Building will ever have any right to obstruct or cause obstruction or hindrance of any nature to the staircase / driveway and any other common passage, services and facilities in any manner whatsoever. The common areas e.g. staircase, driveway, passage etc will in no case be used for keeping / chaining any pets/dogs or any animal / bird
43. That the Vendee shall not put up any name or sign board, neon light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the external façade of the Complex 'or anywhere on the exterior or on common areas or on roads of the Complex / Project and shall be entitled to display their own name plate only at the proper place, provided for the Said Apartment.

44. The Vendee shall not be allowed to effect any of the following changes/alterations:
- i) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of the Said Apartment or any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Vendee will get the same repaired failing which the cost of repair may be deducted from the Vendee's IFMS.
 - ii) Changes that may affect the facade of the Said Apartment (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - iii) Making encroachments on the common spaces in the Project.
 - iv) Any construction temporary or permanent or any alteration or addition to sub-divide or amalgamate the Said Apartment.
45. That the Vendee shall strictly observe following points to ensure safety, durability / got benefit of Defect liability period and long term maintenance of the Building/Project:
- i) No changes in the internal lay-out of the Said Apartment should be made without the written permission from the Vendor.
 - ii) No R. C. C. structural member like column and beams should be hammered or punctured for any purpose.
 - iii) All the plumbing problems should be attended by a qualified or experienced plumber in the Building. The plumbing Network inside the Said Apartment is not to be tampered with or modified in any case.
 - iv) All the external disposal services to be maintained by periodical cleaning
 - v) The Vendee shall not cover the balcony/ terrace of the Said Apartment by any structure, whether permanent or temporary.
 - vi) No alteration will be allowed in elevation, even of temporary nature.
 - vii) Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licensed electrician.
 - viii) The Vendee should make sure that all water drains in the Said Apartment (whether in balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below.
 - ix) Vendee should avoid random parking of his/her vehicle and use only his allotted parking bay.

- x) If Vendee rents out the Said Apartment, he is required to submit all details of the tenants to the Maintenance agency and the liability of police verification of tenants is of the vendee only. The Vendee will be responsible for all acts of omission and commission of his tenant. The complex management can object to renting out the Said Apartment to persons of objectionable profile.
 - xi) Vendee is not allowed to put the grills in the Said Apartment as per individual wish, only the design approved by Vendor will be permitted for installation.
 - xii) In case Vendee not strictly following /adhering to submissions made in para i to xi herein above, defect liability period will become null & void.
46. That the Vendee may transfer in any manner, the Said Apartment after obtaining a No Objection of the maintenance agency as regards clearance / payment of outstanding maintenance charges and any other charges payable by the Vendee to the Maintenance Agency / the Apartment Owners Association (AOA) / Society concerned with maintenance of common areas, facilities and services in terms of Complex Maintenance & Management Agreement dated _____
47. The complex shall always be known as **“SG SHIKHAR HEIGHTS”** and shall never be changed by the apartment owners / anybody else.
48. All the costs and expenses incidental to the preparation, execution and registration of this Deed including the payment of Stamp Duty and registration fee has been borne by the Vendee.

SCHEDULE “A” REFERRED HEREINABOVE**SCHEDULE ‘A’****(Description of the Said Flat)**

Description of the said Apartment conveyed to the Vendee

All that Piece and parcel of the built-up Apartment bearing No. _____ on Floor No. _____, detailed as Carpet Area _____ (sqm) , Balcony Area _____(sqm), Built-up Area _____ (sqm), Total Area _____(sqm) and along with right to use of earmarked as parking space bearing No. _____ in Open / Upper Basement / Lower Basement/Stilt in limited common areas and facilities alongwith undivided and impartibly proportionate share in the land underneath the Building along with right of use to general commonly used areas and facilities earmarked for common use of all occupants within the said Complex being part of the residential complex named “SG Shikhar Heights”, situated at 4BS-1/2, Siddharth Vihar Yojna, Ghaziabad, U.P.

IN WITNESS WHEREOF, the Vendor, and Vendee, described hereinabove, have signed, sealed & executed at the place and, on the date, month & year, first above written.

WITNESSES

SIGNED, EXECUTED & DELIVERED BY

For Perigee Infratech Private Limited

1.

(Authorized Signatory)
VENDOR

2.

VENDEE

FORM B

(See Rule 6)

Undertaking by the person acquiring apartment (Under Section 10 (b) of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

Office of the Competent Authority at _____

I _____ S/o _____ R/o _____
 _____ acquired Apartment No. _____ in
 the property _____ by the way of gift , exchange, purchase or
 otherwise or taking lease of an apartment from Shri_____.

I hereby undertake to comply with the covenants, conditions and restrictions subject to
 which said apartment was owned by the aforesaid Shri _____
 before the date of transfer.

Further, I shall be subject to the provisions of The Uttar Pradesh Apartment (Promotion of
 Construction, ownership & Maintenance) Act, 2010.

Signature

In presence of

1.